

REF-1917-59
Copy 5 of 5

27 February 1959

Contract No. SP-1915
Amendment No. 4

Lockheed Aircraft Corporation
Burbank, California

Gentlemen:

1. Reference is made to Contract No. SP-1915 entered into between the parties hereto on 15 June 1957.
2. As a result of directives and/or instructions issued by the Contracting Officer pursuant to Clause 2 of the General Provisions hereof, it is deemed necessary to amend the scope of work set forth in APPENDIX I to more properly reflect the intentions of the parties. Accordingly, APPENDIX I is hereby deleted in its entirety and the attached APPENDIX I is substituted therefor.
3. Pursuant to the provisions of PART IV of the Schedule entitled "Price Redetermination" the parties hereto have negotiated and agreed upon final contract prices for Sections A & B of APPENDIX I. These redetermined prices are set forth in the attached APPENDIX I. The parties have agreed upon a revised allocated amount for Section C which is also reflected in APPENDIX I attached.
4. The final contract price for Sections A and B is contingent upon final audit and verification of Contractor's property and material records by Government Auditors, reconciliation of delivery and receiving records, and the following provision for Personal Property Tax Claims.

"PERSONAL PROPERTY TAX.

The final price of \$2,078,406.00 for Sections A and B under this contract reflects amounts paid or estimated to be paid on account of personal property taxes against property to which the Government acquired title by virtue of the clause of this contract entitled "Progress Payments". Such amounts are based on assessments made or expected to be made against such property to the extent of the difference on the assessment date between the book value thereof and the amount of progress payments received. The Contractor agrees to have such taxes

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paid in such a manner as to avoid (1) any implication that payment is being made voluntarily by a suitable statement accompanying said payment and (2) to preserve all rights of refund as directed by the Government. If the Contractor is successful in obtaining a refund of any such taxes paid or obtains any substantial favorable change in the basis upon which such assessments are made, or if any taxing authority changes the basis upon which it makes such assessments so that the result would be a substantial increase or a substantial decrease in the amount of such taxes paid or estimated to be paid, it is agreed that the final prices shall be equitably adjusted. Such prices shall similarly be equitably adjusted to reflect any substantial subcontract price increases or decreases required by the terms of such subcontracts resulting from refunds or changes in the basis upon which assessments are made against property to which the Government acquired title by virtue of the article in subcontracts corresponding to the "Progress Payments" clause in this contract. The equitable adjustments provided for in this clause shall be accomplished following written request by either of the parties of this contract and shall be negotiated on the basis of data showing the amount of increase or decrease in such personal property taxes. Failure to agree upon the amount of any such adjustment shall be deemed a dispute regarding a question of fact within the meaning of the clause of this contract entitled "Disputes". Any such adjustment in such prices shall be appropriately reflected by amendment of this contract."

5. In order to establish a tentative billing price for Section C until the final price for said Section is established in accordance with the Price Redetermination article, the parties hereto agree to further amend Article 32 of the General Provisions to include the following:

a. Paragraphs (b) and (c) of paragraph 3 of Amendment No. 2 to Contract No. SP-1915 apply to Sections A and B of APPENDIX I as written prior to the revision thereof as provided in this Amendment No. 4.

b. The following paragraphs apply to Section C of the attached revised APPENDIX I:

"(1) The tentative contract billing price is established at \$900,000.00. Due to the redetermined price for Sections A and B an overpayment of \$261,594.00 under the tentative billing price established by Amendment

No. 2 has been effected. This amount shall be applied to the tentative billing price for Section C or a net amount billable of \$638,406.00. The Government shall pay the Contractor, upon the submission of invoices and such other evidence as it may require the net sum of \$638,406.00, less any payments previously made for articles delivered under Section C and less, for the purpose of liquidating advance and progress payments, whichever of the following is the smaller: (i) an amount equal to the total of all unliquidated advance and progress payments hereunder, or (ii) an amount equal to 85% of said contract billing price.

- (2) The making of such tentative billing price payment shall not limit or prejudice any rights of the Government or the Contractor under this contract. If, as a result of any Price Revision pursuant to PART IV hereof, the revised contract price is greater than the contract billing price herein provided, the Contractor shall appropriately and promptly be paid the amount of such excess. If such revised contract price is less than such billing price, the Contractor shall appropriately and promptly reimburse the Government the amount of the deficiency. The total amount so payable and the method of payment shall be set forth in an amendment to this contract."

6. All other terms and conditions, including the total consideration of \$3,265,213.00, remain unchanged.

7. Please indicate your receipt of this Amendment No. 4 to Contract No. SP-1915 and your acceptance thereof by executing the original and two copies of this Amendment. Return the fully executed original and one copy thereof to the undersigned and retain the remaining copy for your files.

Very truly yours,
THE UNITED STATES OF AMERICA

By SIGNED

Contracting Officer

ACKNOWLEDGED AND ACCEPTED
THIS 27 day of February 1959.
LOCKHEED AIRCRAFT CORPORATION

DPD-DD/P:HL:pf
Distr:

Orig - SP-1915
2 - Contractor
3 - Finance
4 -
✓ 5 - Chrono

R B K
SIGNED
By
Title Vice Pres

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APPENDIX I
Amendment No. 4
Contract No. SP-1915

Section A

Covers engineering and production flight testing of Customer's articles and special equipment; and personnel, material and equipment necessary to support a flight test program at Edwards AFB during the period of 1 July 1957 and 29 June 1958. Included are the following:

- (a) Continued tests on B & C equipment.
- (b) Tests of System VI and the [redacted]
[redacted] - Continued tests on other systems.
- (c) Furnishing of T-33 and ground power mechanics.
- (d) Thermos tests 7-1-57 to 2-10-58.
- (e) Engine and Fuel tests.
- (f) Repairs & Modifications as necessary to various articles assigned to EAFB.
- (g) Guard Service at EAFB.
- (h) Travel Expense and per diem for EAFB personnel.

Total Fixed Price Section A

\$811,274.00

Section B

Section B-1

Thermos - Research & Development and Application - Period 7-1-57 to 6-29-58. Includes the following:

- (a) Continued Research and Development and Testing effort.
- (b) Application on Articles 344, 355, 349, 367 and 378 including various revised methods of application.
- (c) Pogo tests - [redacted]
- (d) Flight tests 2-10-58 to 6-29-58.

Price Section B-1

\$592,519.00

Section B-2

- (a) Repair, Modification, Reinspection and Maintenance of Customer Parts 7-1-57 to 6-29-58 as listed on packing sheets nos. 149, 152, 156, 159, 163, 171, 177, 182, 187, 192, 197, 202 and 212.

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- (b) Modernization of Articles 347, 348, 350 and 356 prior to transfer to F03 as listed on packing sheet nos. 205, 206, 207 and 220.
- (c) 1000 hour inspection of Article #343.
- (d) Engineering Design and liaison and hand-book and manual coverage.

Price Section B-2

364,104.00

Section B-3

- (a) Supplies as requested by the Customer Depot purchase request Authorization 6-28-685(1957) thru 6-19-299(1958) as listed on Packing Sheet nos. 148, 153, 155, 160, 167, 170, 176, 181, 186, 191, 198, 201, 211, 215, 218, 221 and 223.
- (b) Service Bulletin Kits as listed on Packing Sheets nos. 162, 163, 172, 178, 183, 188, 193, 196, 203, 212, 216, 217, 222 and 224.
- (c) as listed on Packing Sheet No. 219.
- (d) 50% of Prototype Pilot Ejection Seat cost.

Price Section B-3

310,509.00

Total Price Section B

\$1,267,132.00

Total Fixed Price Sections A & B

\$2,078,406.00

Section C

Scope to be reflected in detail at a later date

Total funds for Section C

\$1,186,807.00

Total Contract consideration

\$3,265,213.00

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